



ALLIANCE BANK

Alliance Bank-EcoWorld BizSmart® Challenge

Terms and Conditions

1. The Alliance Bank-EcoWorld BizSmart® Challenge (“BizSmart® Challenge”) is organised by Alliance Bank Malaysia Berhad (“**ABMB**” or “**the Bank**”) in collaboration with Eco World Development Group Berhad (EcoWorld) . This programme was initially scheduled to commence from 18 November 2019 to 31 December 2020. In light of the current Covid-19 situation and the Restricted Movement Control Order (RMCO), the Programme has been postponed until further notice.
2. By applying for and agreeing to participate in the BizSmart® Challenge, the Applicants hereby agree to be bound by all the Terms and Conditions in relation to the BizSmart® Challenge (including any amendments thereto).
3. By submitting your application, you hereby agree and accept the following Terms and Conditions stated herein below:-
 - a) irrevocably authorise and permit the Bank to provide any information concerning you, this application, your present and future accounts and facilities, products and/or services from/with the Bank, to any financial institutions granting or intending to grant any credit facilities to me/us, any credit bureaus, any relevant authority(ies), body(ies), person(s) or agency(ies) as may be authorised by law to obtain such information or established by Bank Negara Malaysia (BNM), any other financial institutions or establishments to facilitate the execution of instruction(s) given by you in respect of the credit facilities, accounts, products and/or services from/with the Bank, security parties (including guarantors), and the Bank’s auditors, lawyers, and/ or agents.
 - b) agree and undertake to indemnify and hold ABMB and its Contest Partners* harmless against any claims, proceedings, damages, losses and costs (including legal fees on an indemnity basis) that may arise in connection with or as a result of misconduct, misrepresentation or breach of any term or warranty on your part
 - c) agree that ABMB and its Contest Partners* shall not be liable for any damages, losses, costs, expenses, claims and liabilities (whether direct, indirect, special or consequential and whether foreseeable or not) arising out of or in connection with matters relating to the BizSmart® Challenge
 - d) confirm, that all information and data provided in or accompanying the application are true, accurate, complete and not misleading and you have not withheld particulars which may prejudice your application
4. The judges’ decision on all aspects of this contest and program including shortlisting of finalists and the winners will be final. No appeal or request will be entertained. The date of notification of successful Applicants shall be determined by ABMB. Only successful Applicants will be contacted.
5. In the event ABMB for any reason unable to contact any successful Applicant within three (3) working days of its first attempt, ABMB reserves the right at its discretion to select another applicant to participate in the BizSmart® Challenge.
6. ABMB shall not be held liable or responsible in any manner whatsoever for any failure or delay in the commencement of the BizSmart® Challenge and/or for any change in the mentors or judges.

*Contest Partners refers to Eco World Development Group Bhd, BFM89.9 – The Business Station, Manulife Insurance Bhd, VISA Malaysia, Media Prima Network, Celcom Axiata Berhad and Katch-I Group Sdn Bhd

*Applicants refers to-business/entity/person who sign up for the program, prior to final selection

*Participants refers to the successful applicants, e.g Top 40

*Finalist refers to the Top 20, Top 10 Finalists

Eligibility Criteria:

7. The BizSmart® Challenge is open to SMEs registered in Malaysia with business operations between 12 months and 5 years and with an annual turnover of less than RM50 million (as at 31 October 2019).
8. The following business/entity/person shall **NOT** be eligible for the BizSmart® Challenge:
 - a) a business and/or company which is incorporated or established outside Malaysia;
 - b) a business and/or company which is not registered with the relevant registry(ies) and/or authority(ies) (where applicable) and/or which has not been granted the relevant license(s) and/or approval(s) and/or permit(s) (where applicable) for the carrying on of business of the nature and type;
 - c) a business and/or company which may be engaged in illegal activities;
 - d) a business and/or company in respect of which winding-up proceedings (whether voluntary or not) has been commenced;
 - e) a business and/or company whose director(s) is financially insolvent or where bankruptcy proceedings have been commenced against him/her;
 - f) permanent or contract employees of ABMB or any of its subsidiaries and/or their representatives and/or agents and immediate family members and family members of judges of the BizSmart® Challenge and any business and/or company in which any of the above person(s) is a director, partner or similar position; and
 - g) any other category of person(s) or body(ies) as ABMB may decide to exclude at its discretion without assigning any reason therefore.

DURING THE PROGRAMME PERIOD

Obligations of the Participants and Finalists:

1. The Participant(s) hereby agree to the mechanics of the BizSmart® Challenge and the training program and shall abide by the structure, hours, projects, assignments and tasks, given to them during the duration of the program. The participants hereby agree to stay at the specified premises during the programme period.
2. The Participants(s) hereby agree and shall ensure that the individual/representative participating in the challenge/programme shall be same person throughout challenge/programme. failing which the Bank the Bank/ABMB reserves its right to disqualify the Participants/Finalists.
3. Each Participant registered shall take part in all activities and events organised as part of the BizSmart® Challenge for the entire duration of the program, including all four (4) classroom trainings and talks as deemed suitable by the Bank.

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If the registered Participant failed to attend any of the sessions conducted and/or does not complete any task/project within the stipulated time periods, a cogent reason/written explanation should be provided to the Bank representative. If the Participant miss more than two (2) sessions , the Participant(s) will automatically be terminated from the BizSmart® Challenge and the Participant(s) shall immediately pay a penalty of RM 1,000 (Malaysian Ringgit One Thousand Only) to the Bank's account as follows:

Account Holder : **Alliance Bank Malaysia Berhad**
 Bank : **Alliance Bank Malaysia Berhad**
 Account Number : **140820760003378**

4. The above amount claimed by the Bank Organisers is final and shall not be disputed by the Participants or Finalists (as the case maybe).
5. All Participants and Finalists are strictly prohibited to share, upload, post photos, videos, instagram stories or any materials related to the challenge on all social media platforms during the stipulated production/filming period unless permitted by the Bank. For this purposes, the Bank will hold a briefing session at the beginning of the production/filming period.
6. All Participants acknowledge and agree to participate in and continue to participate in and facilitate activities in respect of the BizSmart® Challenge, whether or not they are selected as Finalists, including activities for promotional purposes.
7. For the avoidance of doubt, such activities for promotional purposes may include;
 - (i) Interviews with the Participants
 - (ii) permitting visits to their business premises and permitting their business premises and activities to be photographed or filmed
 - (iii) providing information on their new product launches and business movements
 - (iv) giving testimonials in respect of the program and
 - (v) facilitating articles on their businesses and the BizSmart® Challenge. Expected duration for production/filming during the challenge is 14 calendar days).
8. Participants who are not selected as Finalists shall also participate in activities and events in relation to the Program (including activities for promotional purposes) or for a period of six (6) months or the duration of the program (whichever is later) as required by the Bank.
9. Unless informed otherwise by the Bank, any logistical costs incurred during the training and activities related to the BizSmart® Challenge will be borne solely by the Participants.
10. The Participants acknowledge and agree that information about them and their businesses and their activities in relation to the BizSmart® Challenge may be disclosed by the Bank and/or its agents for promotional purposes at any time(s) and may be advertised and/or published in any manner or form including (without limitation) newspapers (whether digital or print), television, online media, social media and any other platform or forum that the Bank so chooses at any time without the need for their express consent.

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11. The Participants hereby acknowledge that participation in the BizSmart® Challenge shall constitute an express consent for the above.
12. Without derogation to the generality of the above, the Participants acknowledge and agree that all activities under the BizSmart® Challenge may be captured on video and broadcast and/or seeded onto YouTube as webisodes or such other multimedia and/or social media platform and/or format as the Bank shall so choose at the relevant time. All Participants hereby give their irrevocable consent to the filming and broadcasting of the activities and events relating to the BizSmart® Challenge and hereby irrevocably agree that any decision or selection by the Bank or the organisers shall be final.

The top (20) finalist of the BizSmart® Challenge shall open a business current account within xxx of days upon notification by the Bank and maintain a minimum balance of RM1,000 with ABMB throughout the period of the BizSmart® Challenge. The business current account will be used by ABMB to make any reimbursements to the top (20) finalist.

13. The final ten (10) finalists selected shall not be endorsed (e.g. promotion and/or advertisements) by any other financial institution in Malaysia for a period of two (2) years from the start of the BizSmart® Challenge to be held on February 2020.

Prize:

14. The Bank and its Contest Partners* reserve the right to amend the cash prize and media coverage packages given to the final 10 finalists.
15. The Cash Prize for all winners shall be credited into their respective business current account maintained with ABMB and paid according to completion of project milestones achieved by the winners in accordance with the standard report template as provided by the Bank and its Contest Partners*. For avoidance of doubt, such payment shall also subject to the submission by the winners to the Bank and its Contest Partners* of documentary evidence deemed satisfactory to the Bank and its Contest Partners* including and not limited to the **submission of original invoices/receipts** from genuine legitimate registered businesses/companies in Malaysia in respect of such expenses and any other evidence as the Bank and its Contest Partners* may require.
16. The Bank and its Contest Partners* reserves the right to conduct its own verification as it may deem appropriate including doing site visits on the premises of the winners and any its vendor to verify the business purpose and legitimacy of such business expenses which form the subject of a claim for payment. Such visits may be conducted by the Bank's and its partner's personnel or any other agent or representative of the Bank and its partner's.
17. Upon full payment of the Cash Prizes, further business expenses of the winners will not be borne by ABMBor and its Contest Partners* on behalf of the winners.

General:

18. Any relationship with ABMB and/or its subsidiaries and/or with the judges or mentors or major decision-makers of the BizSmart® Challenge shall be disclosed and declared in writing together with the application and if at any time thereafter, such a relationship is discovered, the Applicants shall disclose same to ABMB immediately.

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ABMB reserves the right to reject any application and/or to terminate the participation of any Participant or Finalist should such a relationship be discovered which has not been disclosed.

19. The decisions of the Bank, Contest Partners*, and judges on all matters relating to the BizSmart® Challenge will be final and binding on all Applicants and Finalists and no justifications or reasons need to be provided. No appeals or correspondences or disputes in respect of such decisions will be entertained.
20. The Participant(s) hereby agree and undertake not to at any time(s) (whether before or after the completion of the BizSmart® Challenge) criticise, disparage or defame ABMB and its Contest Partners* in any respect and/or make any derogatory comments, whether written and/or oral, in any whatsoever medium or mode or platform, howsoever in respect of and/or in connection with the BizSmart® Challenge and/or ABMB and/or the current and former judges, ABMB's officers, its partner's officers and/or any relevant third parties in respect and/or in connection with the BizSmart Challenge.
21. If any matter arises which are not covered by these Terms and Conditions, they will be determined by the Bank.
22. In the event of any misconduct and/or breach of any of the terms and conditions herein by the Participant, or in the event that it is discovered that any of the Eligibility Criteria were not satisfied, ABMB reserves the right to terminate the participation of the participant and (if it so chooses) to replace the Participant with another Applicant.
23. ABMB reserves the right to add to, delete, suspend, amend or vary the Terms and Conditions relating to the BizSmart® Challenge, wholly or in part, at any time or times, with prior notice via ABMB official website. In the event of conflict, the BizSmart® Challenge terms and conditions shall prevail over the contents of any other promotional materials advertising the BizSmart® Challenge.
24. For the avoidance of doubt, cancellation, termination, suspension or extension of the BizSmart® Challenge shall not entitle the Applicants/Participants/Finalists to any claims or compensation against the Bank or its Contest Partners* for any loss incurred or damages suffered by the Applicants and/or Participants as a direct or indirect result of the act of cancellation, termination, suspension or termination or extension.

I hereby confirm that I have read and understood the Terms and Conditions pertaining to the Alliance Bank-EcoWorld BizSmart® Challenge. I accept to be bound by the Terms and Conditions herein including any amendments or variations thereto and to the decisions of Alliance Bank in connection with any matter relating to the BizSmart® Challenge which decisions shall be final and binding.

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